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Attorneys for Defendants  
JOSE MADERA AND KNIGHT  
TRANSPORTATION, INC.

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

11 ROOSEVELT GLOVER  
12 Plaintiff.

v.

JOSE MADERA AND KNIGHT  
TRANSPORTATION, INC., DOES  
1 TO 100, Inclusive.

16 Defendants.

Case No. 2:16-cv-02617-AB-AFM

[Assigned to District Judge Andre Birotte, Jr. and Magistrate Judge Alexander F. MacKinnon]

**[PROPOSED] ORDER ON  
STIPULATED PROTECTIVE  
ORDER**

Action Filed: January 22, 2016  
Trial Date: Not Set

19 | 1. A. **PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The

1 parties further acknowledge, as set forth in Section 12.3, below, that this  
2 Stipulated Protective Order does not entitle them to file confidential information  
3 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
4 and the standards that will be applied when a party seeks permission from the court  
5 to file material under seal.

6       **B. GOOD CAUSE STATEMENT**

7       This action is likely to involve trade secrets, private medical and  
8 employment records, customer and pricing lists and other valuable research,  
9 development, commercial, financial, technical and/or proprietary information for  
10 which special protection from public disclosure and from use for any purpose  
11 other than prosecution of this action is warranted. Such confidential and  
12 proprietary materials and information consist of, among other things,  
13 confidential business or financial information, information regarding  
14 confidential business practices, or other confidential research, development, or  
15 commercial information (including information implicating privacy rights of  
16 third parties), information otherwise generally unavailable to the public, or  
17 which may be privileged or otherwise protected from disclosure under state or  
18 federal statutes, court rules, case decisions, or common law. Accordingly, to  
19 expedite the flow of information, to facilitate the prompt resolution of disputes  
20 over confidentiality of discovery materials, to adequately protect information the  
21 parties are entitled to keep confidential, to ensure that the parties are permitted  
22 reasonable necessary uses of such material in preparation for and in the conduct  
23 of trial, to address their handling at the end of the litigation, and serve the ends  
24 of justice, a protective order for such information is justified in this matter. It is  
25 the intent of the parties that information will not be designated as confidential  
26 for tactical reasons and that nothing be so designated without a good faith belief  
27 that it has been maintained in a confidential, non-public manner, and there is  
28 good cause why it should not be part of the public record of this case.

1       2. **DEFINITIONS**

2       2.1 Action: *Roosevelt Glover v. Jose Madera and Knight  
3 Transportation, Inc., et al.*, United States District Court – Southern District,  
4 Case No. 2:16-cv-02617-AB-AFM.

5       2.2 Challenging Party: a Party or Non-Party that challenges the  
6 designation of information or items under this Order.

7       2.3 "CONFIDENTIAL" Information or Items: information (regardless  
8 of how it is generated, stored or maintained) or tangible things that qualify for  
9 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
10 the Good Cause Statement.

11      2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13      2.5 Designating Party: a Party or Non-Party that designates information  
14 or items that it produces in disclosures or in responses to discovery as  
15 "CONFIDENTIAL."

16      2.6 Disclosure or Discovery Material: all items or information,  
17 regardless  
18 of the medium or manner in which it is generated, stored, or maintained  
19 (including, among other things, testimony, transcripts, and tangible things), that  
20 are produced or generated in disclosures or responses to discovery in this matter.

21      2.7 Expert: a person with specialized knowledge or experience in a  
22 matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve  
24 as an expert witness or as a consultant in this Action.

25      2.8 House Counsel: attorneys who are employees of a party to this  
26 Action. House Counsel does not include Outside Counsel of Record or any other  
27 outside counsel.

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1       2.9 Non-Party: any natural person, partnership, corporation,  
2 association, or other legal entity not named as a Party to this action.

3       2.10 Outside Counsel of Record: attorneys who are not employees of a  
4 party to this Action but are retained to represent or advise a party to this Action  
5 and have appeared in this Action on behalf of that party or are affiliated with a  
6 law firm which has appeared on behalf of that party, and includes support staff.

7       2.11 Party: any party to this Action, including all of its officers,  
8 directors, employees, consultants, retained experts, and Outside Counsel of  
9 Record (and their support staffs).

10      2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this Action.

12      2.13 Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits  
14 or demonstrations, and organizing, storing, or retrieving data in any form or  
15 medium) and their employees and subcontractors.

16      2.14 Protected Material: any Disclosure or Discovery Material that is  
17 designated as "CONFIDENTIAL."

18      2.15 Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20      **3. SCOPE**

21      The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, **or**  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material.

26      Any use of Protected Material at trial shall be governed by the orders of  
27 the trial judge. This Order does not govern the use of Protected Material at trial.

28      ///

1     **4. DURATION**

2         Even after final disposition of this litigation, the confidentiality  
 3 obligations imposed by this Order shall remain in effect until a Designating  
 4 Party agrees otherwise in writing or a court order otherwise directs. Final  
 5 disposition shall be deemed to be the later of (1) dismissal of all claims and  
 6 defenses in this Action, with or without prejudice; and (2) final judgment herein  
 7 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
 8 reviews of this Action, including the time limits for filing any motions or  
 9 applications for extension of time pursuant to applicable law.

10      **5. DESIGNATING PROTECTED MATERIAL**

11         **5.1 Exercise of Restraint and Care in Designating Material for**  
 12 **Protection.** Each Party or Non-Party that designates information or items for  
 13 protection under this Order must take care to limit any such designation to  
 14 specific material that qualifies under the appropriate standards. The Designating  
 15 Party must designate for protection only those parts of material, documents,  
 16 items, or oral or written communications that qualify so that other portions of the  
 17 material, documents, items, or communications for which protection is not  
 18 warranted are not swept unjustifiably within the ambit of this Order.

19         Mass, indiscriminate, or routinized designations are prohibited.  
 20 Designations that are shown to be clearly unjustified or that have been made for  
 21 an improper purpose (e.g., to unnecessarily encumber the case development  
 22 process or to impose unnecessary expenses and burdens on other parties) may  
 23 expose the Designating Party to sanctions.

24         If it comes to a Designating Party's attention that information or items that  
 25 it designated for protection do not qualify for protection, that Designating Party  
 26 must promptly notify all other Parties that it is withdrawing the inapplicable  
 27 designation.

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1       5.2 Manner and Timing of Designations. Except as otherwise provided  
2 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as  
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies  
4 for protection under this Order must be clearly so designated before the material  
5 is disclosed or produced.

6              Designation in conformity with this Order requires:

7                  (a) for information in documentary form (e.g., paper or electronic  
8 documents, but excluding transcripts of depositions or other pretrial or trial  
9 proceedings), that the Producing Party affix at a minimum, the legend  
10 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that  
11 contains protected material. If only a portion or portions of the material on a  
12 page qualifies for protection, the Producing Party also must clearly identify the  
13 protected portion(s) (e.g., by making appropriate markings in the margins).

14              A Party or Non-Party that makes original documents available for  
15 inspection need not designate them for protection until after the inspecting Party  
16 has indicated which documents it would like copied and produced. During the  
17 inspection and before the designation, all of the material made available for  
18 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has  
19 identified the documents it wants copied and produced, the Producing Party must  
20 determine which documents, or portions thereof, qualify for protection under this  
21 Order. Then, before producing the specified documents, the Producing Party  
22 must affix the "CONFIDENTIAL legend" to each page that contains Protected  
23 Material. If only a portion or portions of the material on a page qualifies for  
24 protection, the Producing Party also must clearly identify the protected  
25 portion(s) (e.g., by making appropriate markings in the margins).

26                  (b) for testimony given in depositions that the Designating Party  
27 identify the Disclosure or Discovery Material on the record, before the close of  
28 the deposition all protected testimony.

7        5.3 Inadvertent Failures to Designate. If timely corrected, an  
8 inadvertent failure to designate qualified information or items does not, standing  
9 alone, waive the Designating Party's right to secure protection under this Order  
10 for such material. Upon timely correction of a designation, the Receiving Party  
11 must make reasonable efforts to assure that the material is treated in accordance  
12 with the provisions of this Order.

## 13 || 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

14        6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
15 designation of confidentiality at any time that is consistent with the Court's  
16 Scheduling Order.

17        6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
18 resolution process under Local Rule 37.1 et seq.

19       6.3 Joint Stipulation. Any challenge submitted to the Court shall be via  
20 a joint stipulation pursuant to Local Rule 37-2.

21        6.4 The burden of persuasion in any such challenge proceeding shall be  
22 on the Designating Party. Frivolous challenges, and those made for an improper  
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
24 parties) may expose the Challenging Party to sanctions. Unless the Designating  
25 Party has waived or withdrawn the confidentiality designation, all parties shall  
26 continue to afford the material in question the level of protection to which it is  
27 entitled under the Producing Party's designation until the Court rules on the  
28 challenge.

1       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

2           7.1    Basic Principles. A Receiving Party may use Protected Material  
 3 that is disclosed or produced by another Party or by a Non-Party in connection  
 4 with this Action only for prosecuting, defending, or attempting to settle this  
 5 Action. Such Protected Material may be disclosed only to the categories of  
 6 persons and under the conditions described in this Order. When the Action has  
 7 been terminated, a Receiving Party must comply with the provisions of section  
 8 13 below (FINAL DISPOSITION).

9           Protected Material must be stored and maintained by a Receiving Party at  
 10 a location and in a secure manner that ensures that access is limited to the  
 11 persons authorized under this Order.

12          7.2    Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 13 otherwise ordered by the court or permitted in writing by the Designating Party,  
 14 a Receiving Party may disclose any information or item designated  
 15 "CONFIDENTIAL" only to:

16              (a)    the Receiving Party's Outside Counsel of Record in this  
 17 Action, as well as employees of said Outside Counsel of Record to whom it is  
 18 reasonably necessary to disclose the information for this Action;

19              (b)    the officers, directors, and employees (including House  
 20 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for  
 21 this Action

22              (c)    Experts (as defined in this Order) of the Receiving Party to  
 23 whom disclosure is reasonably necessary for this Action and who have signed  
 24 the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

25              (d)    the court and its personnel;

26              (e)    court reporters and their staff;

27              (f)    professional jury or trial consultants, mock jurors, and

28 Professional Vendors to whom disclosure is reasonably necessary for this Action

1 and who have signed the "Acknowledgment and Agreement to Be Bound"  
2 (Exhibit A);

3 (g) the author or recipient of a document containing the  
4 information or a custodian or other person who otherwise possessed or knew the  
5 information;

6 (h) during their depositions, witnesses ,and attorneys for  
7 witnesses, in the Action to whom disclosure is reasonably necessary provided:  
8 (1) the deposing party requests that the witness sign the form attached as Exhibit  
9 1 hereto; and (2) they will not be permitted to keep any confidential information  
10 unless they sign the "Acknowledgment and Agreement to Be Bound" (Exhibit  
11 A), unless otherwise agreed by the Designating Party or ordered by the court.  
12 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
13 Protected Material may be separately bound by the court reporter and may not be  
14 disclosed to anyone except as permitted under this Stipulated Protective Order;  
15 and

16 (i) any mediator or settlement officer, and their supporting  
17 personnel, mutually agreed upon by any of the parties engaged in settlement  
18 discussions.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other  
22 litigation that compels disclosure of any information or items designated in this  
23 Action as "CONFIDENTIAL," that Party must:

24 (a) promptly notify in writing the Designating Party. Such  
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena  
27 or order to issue in the other litigation that some or all of the material covered

1 by the subpoena or order is subject to this Protective Order. Such notification  
 2 shall include a copy of this Stipulated Protective Order; and

3                   (c) cooperate with respect to all reasonable procedures sought to  
 4 be pursued by the Designating Party whose Protected Material may be affected.

5                   If the Designating Party timely seeks a protective order, the Party served  
 6 with the subpoena or court order shall not produce any information designated in  
 7 this action as "CONFIDENTIAL" before a determination by the court from  
 8 which the subpoena or order issued, unless the Party has obtained the  
 9 Designating Party's permission. The Designating Party shall bear the burden and  
 10 expense of seeking protection in that court of its confidential material and  
 11 nothing in these provisions should be construed as authorizing or encouraging a  
 12 Receiving Party in this Action to disobey a lawful directive from another court.

13                  **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**  
 14                  **PRODUCED IN THIS LITIGATION**

15                   (a) The terms of this Order are applicable to information  
 16 produced by a Non-Party in this Action and designated as "CONFIDENTIAL."  
 17 Such information produced by Non-Parties in connection with this litigation is  
 18 protected by the remedies and relief provided by this Order. Nothing in these  
 19 provisions should be construed as prohibiting a Non-Party from seeking  
 20 additional protections.

21                   (b) In the event that a Party is required, by a valid discovery  
 22 request, to produce a Non-Party's confidential information in its possession, and  
 23 the Party is subject to an agreement with the Non-Party not to produce the Non-  
 24 Party's confidential information, then the Party shall:

25                   (1) promptly notify in writing the Requesting Party and the  
 26 Non-Party that some or all of the information requested is subject to a  
 27 confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

## **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

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1           **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
 2           **OTHERWISE PROTECTED MATERIAL**

3           When a Producing Party gives notice to Receiving Parties that certain  
 4 inadvertently produced material is subject to a claim of privilege or other  
 5 protection, the obligations of the Receiving Parties are those set forth in Federal  
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 7 whatever procedure may be established in an e-discovery order that provides for  
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence  
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of  
 10 disclosure of a communication or information covered by the attorney-client  
 11 privilege or work product protection, the parties may incorporate their agreement  
 12 in the stipulated protective order submitted to the court.

13           **12. MISCELLANEOUS**

14           12.1 Right to Further Relief. Nothing in this Order abridges the right of  
 15 any person to seek its modification by the Court in the future.

16           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
 17 Protective Order no Party waives any right it otherwise would have to object to  
 18 disclosing or producing any information or item on any ground not addressed in  
 19 this Stipulated Protective Order. Similarly, no Party waives any right to object  
 20 on any ground to use in evidence of any of the material covered by this  
 21 Protective Order.

22           12.3 Filing Protected Material. A Party that seeks to file under seal any  
 23 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
 24 may only be filed under seal pursuant to a court order authorizing the sealing of  
 25 the specific Protected Material at issue. If a Party's request to file Protected  
 26 Material under seal is denied by the court, then the Receiving Party may file the  
 27 information in the public record unless otherwise instructed by the court.

1       **13. FINAL DISPOSITION**

2              After the final disposition of this Action, as defined in paragraph 4, within 60  
3 days of a written request by the Designating Party, each Receiving Party must  
4 return all Protected Material to the Producing Party or destroy such material. As  
5 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
6 compilations, summaries, and any other format reproducing or capturing any of the  
7 Protected Material. Whether the Protected Material is returned or destroyed, the  
8 Receiving Party must submit a written certification to the Producing Party (and, if  
9 not the same person or entity, to the Designating Party) by the 60 day deadline that  
10 (1) identifies (by category, where appropriate) all the Protected Material that was  
11 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
12 copies, abstracts, compilations, summaries or any other format reproducing or  
13 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
14 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
15 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
16 and trial exhibits, expert reports, attorney work product, and consultant and expert  
17 work product, even if such materials contain Protected Material. Any such archival  
18 copies that contain or constitute Protected Material remain subject to this Protective  
19 Order as set forth in Section 4 (DURATION).

20       **14.** Any violation of this Order may be punished by any and all appropriate  
21 measures including, without limitation, contempt proceedings and/or monetary  
22 sanctions.

23  
24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25  
26 DATED: August 25, 2016



27  
28 Alexander F. MacKinnon  
United States Magistrate Judge